



YAHOO!, INC.

PROPRIETARY INFORMATION AND ASSIGNMENT OF INVENTIONS
AGREEMENT

In exchange for my becoming employed (or my employment being continued) by or retained as a consultant (or my consulting relationship being continued) by Yahoo!, Inc., or its subsidiaries, affiliates, or successors (hereinafter referred to collectively as the "Company"), I hereby agree as follows:

1. I will perform for the company such duties as may be designated by the Company from time to time. During my period of employment or consulting relationship with the Company, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company. I agree that my employment or consulting arrangement with the Company is on an "at will" basis, and may be terminated by me or the Company at any time, with or without cause.

2. As used in this Agreement, the term "Inventions" means designs, trademarks, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, business plans or strategies, or copyrightable works, including all rights to obtain, register, perfect and enforce these proprietary interests; provided that the term "Inventions" shall not be deemed to include those inventions, if any, listed on the schedule attached to this Agreement.

3. As used in this Agreement, the term "Confidential Information" means information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company or its customers or suppliers, whether relating to the Company's technology, business relationships, customers or otherwise.

4. Without further compensation, I hereby agree promptly to disclose to the Company, and I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in and to all Inventions which I may solely or jointly develop or reduce to practice during the period of my employment or consulting relationship with the Company (a) which pertain to any line of business activity of the Company, (b) which are aided by the use of time, material or facilities of the Company, whether or not during working hours, or (c) which relate to any of my work during the period of my employment or consulting relationship with the Company, whether or not during normal working hours. No rights are hereby conveyed in Inventions, if any, made by me prior to my employment or consulting relationship with the Company which are identified in a sheet attached to and made a part of this Agreement, if any (which attachment contains no confidential information).

5. I agree to perform, during and after my employment or consulting relationship, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the inventions hereby assigned to the Company as set forth in paragraph 4 above. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings.

6. If the Company is unable for any reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or mask work or copyright registration covering inventions, mask works or original works of authorship assigned to the company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or mask work or copyright registrations thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents, mask works or copyrights resulting from any such application for letters patent or mask work or copyright registrations assigned hereunder to the Company.

7. I agree to hold in confidence and not directly or indirectly to use or disclose, either during or after termination of my employment or consulting relationship with the Company, any Confidential Information I obtain or create during the period of my employment or consulting relationship, whether or not during working hours, except to the extent authorized by the Company, until such Confidential Information becomes generally known. I agree not to make copies of such Confidential Information except as authorized by the Company. Upon termination of my employment or consulting relationship or upon an earlier request of the Company, I will return or deliver to the Company all tangible forms of such Confidential Information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

8. I agree to abide faithfully by all Company rules, regulations and policies.

9. I represent that my performance of all the terms of this Agreement and as an employee of or consultant to the Company has not prior to the date hereof and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my becoming an employee or consultant of the Company, and I have not previously and will not at any future time disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I agree not to enter into any agreement either written or oral in conflict with the provisions of this Agreement, and I certify that, to the best of my knowledge, I am not a party to any other agreement which will interfere with my full compliance with this Agreement.

10. Without limiting any other provision of this Agreement, I agree that for one (1) year after the date of termination of my employment by the Company I will not (i) induce any employee of the Company to leave the employ of the Company or (ii) solicit the business of any client or customer of the Company (other than on behalf of the Company) in a manner competitive with the Company.

11. This Agreement (a) shall survive my employment by or consulting relationship with the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment or consulting relationship, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

12. Because my services are personal and unique and because I may have access to and become acquainted with the Confidential Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

13. If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

14. This Agreement does not apply to an Invention which qualifies fully under the provisions of Section 2870 of the Labor Code, a copy of which is attached hereto as Exhibit A. I agree to disclose all Inventions made by me in confidence to the Company to permit a determination as to whether or not the Inventions should be the property of the Company.

15. The provisions of the Agreement shall apply to the entire term of my employment or consulting relationship with the Company, including all such periods prior to the date of this Agreement.

16. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Dated: 10/8/99

EMPLOYEE


Signature

Ronald Jacoby
Printed Name

YAHOO!, INC.

By: 

Title: Ben Assist

EXHIBIT A

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

ATTACHMENT

List of Inventions

If none, initial here: _____

Otherwise, list inventions below:

All patents, disclosures, and other property covered under employment with Silicon Graphics, Inc. including but not limited to:

1. US Patent #5,768,552
2. Patent disclosures for intellectual property pertaining to the development of NetVisualizer.
3. Patent disclosures for intellectual property pertaining to the development of Video Server Toolkit.